REMARKS

Applicant respectfully requests reconsideration of the present application in view of the foregoing amendments and in view of the reasons that follow.

Claim 5 has been canceled.

New claim 20 has been added.

This amendment adds, changes and/or deletes claims in this application. A detailed listing of all claims that are, or were, in the application, irrespective of whether the claim(s) remain under examination in the application, is presented, with an appropriate defined status identifier.

After amending the claims as set forth above, claims 1-4 and 6-20 are now pending in this application.

Rejection under 35 U.S.C. § 102

Claims 1-7 and 11-19 are rejected under 35 U.S.C. § 102(a) as allegedly being anticipated by EP 1 205 332 to Cerrato (hereafter "Cerrato"). This rejection is respectfully traversed.

Claim 1 recites a heat exchanger comprising fixing elements comprising predetermined points of fracture, wherein: at least one of the fixing elements comprises a first component and a second component that form a quick-acting connection between the first component and second component of the at least one fixing element, in each case one of the two components is an inseparable component of the heat exchanger and the other component can be separated from the heat exchanger, when the quick-acting connection is closed, the two components of the at least one fixing element engage positively with one another to provide a fixing effect, at least one of the two components of the at least one fixing element is provided with at least one predetermined point of fracture, wherein the predetermined point is fracture is located in a member that forms a connection surface for the quick-action connection, the at least one predetermined point of fracture is located on the component which can be separated from the heat exchanger. Claims 2-4, 6, 7, 11-16, and 19 depend from claim 1.

A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference. *Verdegaal Bros. v.*

Union Oil Co. of California, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987). See generally M.P.E.P. § 2131.

Cerrato discloses one embodiment of a collector tank 10 that includes an integral bracket 12 with an integral fixing pin 20 that can fail. See paragraphs 0006, 0007, and Figures 1-5 of Cerrato. However, the fixing pin 20 is not located on a fixing element area that can be separated from a heat exchanger because the pin 20 is integral with the bracket 12 and the collector tank 10, as disclosed by Cerrato in paragraph 0006. Furthermore, any predetermined point of fracture located on the pin 20, or the replacement pin 24 disclosed in paragraph 0007 of Cerrato, is not located in a member that forms a connection surface for a quick-action connection between first and second components of at least one fixing element, as recited in claim 1, because pin 20 is integral to the bracket 12, and thus lacks any quick-action connection, until it is broken and replaced by the pin 24 which is in turn integral to an auxiliary member 22. See paragraphs 0006-0007 and Figure 1 of Cerrato. The pin 24 does not form a connection with the bracket 12 because the auxiliary member 22 forms such a connection.

Cerrato discloses another embodiment of a tank 10 with an integral base 40 and a hooking seat 42 and undercut groove 44. See paragraph 0008 and Figure 6 of Cerrato. A pin 46, which is separate from the tank 10, includes deformable teeth 48 that engage with the groove 44 of the hooking seat 42. See paragraph 0008 and Figure 9 of Cerrato. The pin 46 includes a restricted section 50 that acts as a failure initiation point. See paragraph 0008 and Figure 10 of Cerrato.

However, the restricted section 50 of the pin 46 disclosed by Cerrato is not located in a member that forms a connection surface for a quick-action connection between first and second components of at least one fixing element, as recited in claim 1, because the restricted section 50 is not located in the deformable teeth 48 that engage with the groove of the hooking seat 42, as shown in Figures 10 of Cerrato. Instead, as shown in Figure 10 of Cerrato, the restricted section 50 is located behind the deformable teeth 48. Thus, Cerrato does not anticipate claims 1-4, 6, 7, 11-16, and 19 because Cerrato does not disclose all of the features of claim 1.

Claim 17 recites a heat exchanger comprising fixing elements comprising predetermined points of fracture, wherein: at least one of the fixing elements comprises a first component and a second component that form a quick-acting connection between the first component and second component of the at least one fixing element, in each case one of the two components is an inseparable component of the heat exchanger and the other component can be separated from the heat exchanger, when the quick-acting connection is closed, the two components of the at least one fixing element engage positively with one another to provide a fixing effect, at least one of the two components of the at least one fixing element is provided with at least one predetermined point of fracture, the at least one predetermined point of fracture is located on the component which can be separated from the heat exchanger, the first component and the second component of a fixing element in a quick-acting connection engage with one another in a manner of a dovetail connection, the component which can be separated from the heat exchanger includes a pair of webs that form a dovetail groove, wherein at least one of the webs includes the predetermined point of fracture. Claim 18 depends from claim 17.

Cerrato does not disclose all of the features of claim 17 because Cerrato does not disclose, among other things, a component which can be separated from the heat exchanger that includes a pair of webs that form a dovetail groove, wherein at least one of the webs includes the predetermined point of fracture, as recited in claim 17. The embodiment shown in Figure 1 of Cerrato does not include webs that form a dovetail groove, with at least one of the webs including a predetermined point of fracture, as recited in claim 17. Additionally, even if the deformable teeth 48 of the embodiment shown in Figure 10 of Cerrato could be considered to form a dovetail groove, the deformable teeth 48 do not include a predetermined point of fracture because Cerrato discloses that the pin 46 includes restricted portion 50 that acts as a failure initiation point. Thus, Cerrato does not anticipate claims 17 and 18 because Cerrato does not disclose all of the features of claim 17.

Reconsideration and withdrawal of this rejection is respectfully requested for at least the reasons discussed above.

Rejection under 35 U.S.C. § 103

Claims 8-10 are rejected under 35 U.S.C. § 103(a) as allegedly being unpatentable over Cerrato in view of U.S. Patent No. 4,579,184 to Hiramoto (hereafter "Hiramoto"). This rejection is respectfully traversed.

Claim 8 depends from claim 1. Hiramoto fails to remedy the deficiencies of Cerrato discussed above in regard to independent claim 1. Furthermore, Hiramoto discloses a mount 5 made of a resilient, elastic material, such as rubber. See col. 5, line 59, to col. 6, line 8, of Hiramoto. Such a resilient, elastic mount would not be configured to include a predetermined point of fracture because a mount of a resilient, elastic material would preferably deform and release a connection instead of fracturing.

Claim 9 recites a comprising a mounting between an upper support and a lower support lying roughly in a common vertical plane, wherein: a first fixing element comprising a first component and a second component, wherein the first component and the second component form a quick-acting connection with one another in the manner of a dovetail connection and connect the heat exchanger to the lower support, a second fixing element comprising a first component and a second component, wherein the first component and the second component of the second fixing element engage with one another in a telescopic manner and connect the heat exchanger to the upper support, in each case those components of the quick-acting connections which can be separated from the heat exchanger engage with the supports, wherein the quick-acting connections include at least one predetermined point of fracture, wherein the predetermined point of fracture of the first fixing element and second fixing element are located in a member that forms a connection surface for the respective quick-action connection. Claim 10 depends from claim 9.

As discussed above in regard to claim 1, pins 20, 24, and 46 of Cerrato each are not a member that forms a connection surface for a respective quick-action connection and includes a predetermined point of fracture, as recited in claim 9. The teachings of Hiramoto fail to remedy the deficiencies of Cerrato. Therefore, it would not have been obvious to combine the teachings of Cerrato and Hiramoto to provide the heat exchanger of claim 9. Reconsideration and withdrawal of this rejection is respectfully requested.

New Claims

New claim 20 has been added. Claim 20 depends from claim 17 and is allowable over the prior art for at least the reasons discussed above and for its respective additional recitations.

CONCLUSION

Applicant submits that the present application is now in condition for allowance. Favorable reconsideration of the application as amended is respectfully requested.

The Examiner is invited to contact the undersigned by telephone if it is felt that a telephone interview would advance the prosecution of the present application.

The Commissioner is hereby authorized to charge any additional fees which may be required regarding this application under 37 C.F.R. §§ 1.16-1.17, or credit any overpayment, to Deposit Account No. 19-0741. Should no proper payment be enclosed herewith, as by a check being in the wrong amount, unsigned, post-dated, otherwise improper or informal or even entirely missing or a credit card payment form being unsigned, providing incorrect information resulting in a rejected credit card transaction, or even entirely missing, the Commissioner is authorized to charge the unpaid amount to Deposit Account No. 19-0741. If any extensions of time are needed for timely acceptance of papers submitted herewith, Applicant hereby petitions for such extension under 37 C.F.R. §1.136 and authorizes payment of any such extensions fees to Deposit Account No. 19-0741.

Respectfully submitted,

Date 12/9/08

By _____

FOLEY & LARDNER LLP
Customer Number: 22428
Telephone: (202) 672-5540
Facsimile: (202) 672-5399

Paul D. Strain
Attorney for Applicant
Registration No. 47,369